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*Attorneys for Defendants Bold Quail Holdings, LLC, Bold Quail 3, LLC, Bold Quail 3 Operations Holdings, LLC, NewGen, LLC, and NewGen Administrative Services, LLC*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MARIE CATANACH, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

**BOLD QUAIL HOLDINGS, LLC,  
BOLD QUAIL 3, LLC, BOLD QUAIL  
3 OPERATIONS HOLDINGS, LLC,  
NEWGEN, LLC, and NEWGEN  
ADMINISTRATIVE SERVICES,  
LLC,**

Defendants.

Case No. 2:24-cv-01835-FLA (MAAx)

STIPULATED PROTECTED ORDER

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Stipulated  
7 Protective Order does not confer blanket protections on all disclosures or responses  
8 to discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth in  
11 Section 13.3 below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Local Rule 79-5 sets forth the procedures that  
13 must be followed and the standards that will be applied when a party seeks permission  
14 from the Court to file material under seal.

15 **2. GOOD CAUSE STATEMENT**

16 This action is likely to involve protected health information and other valuable  
17 commercial and/or proprietary information for which special protection from public  
18 disclosure and from use for any purpose other than prosecution of this action is  
19 warranted. Such confidential and proprietary materials and information consist of,  
20 among other things, protected health information, confidential business or financial  
21 information, information regarding confidential business practices, information about  
22 a Party's or non-party's information security or technology systems, or other  
23 confidential research, development, or commercial information (including  
24 information implicating privacy rights of third parties), information otherwise  
25 generally unavailable to the public, information which a Party or non-party reasonably  
26 believes could harm its reputation, interests or business or that of its clients or  
27 employees if disclosed, or which may be privileged or otherwise protected from  
28 disclosure under state or federal statutes, court rules, case decisions, or common law.

1 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
2 of disputes over confidentiality of discovery materials, to adequately protect  
3 information the parties are entitled to keep confidential, to ensure that the parties are  
4 permitted reasonable necessary uses of such material in preparation for and in the  
5 conduct of trial, to address their handling at the end of the litigation, and to serve the  
6 ends of justice, a protective order for such information is justified in this matter. It is  
7 the intent of the parties that information will not be designated as confidential for  
8 tactical reasons and that nothing be so designated without a good faith belief that it  
9 has been maintained in a confidential, non-public manner, and there is good cause  
10 why it should not be part of the public record of this case.

11 For the purposes of this stipulated protective order, “protected health  
12 information” shall have the same scope and definition as set forth in 45 C.F.R. §  
13 160.103 and 164.501, including, but not limited to, information related to:

- 14 (a) The past, present, or future physical or mental condition of  
15 Plaintiff and potential Class Members.
- 16 (b) The provision of care to Plaintiff and potential Class  
17 Members.
- 18 (c) The payment for care provided to Plaintiff and potential  
19 class members which identifies Plaintiff and potential class  
20 members or which reasonably could be expected to identify  
21 Plaintiff and potential class members.

22 All “covered entities,” as defined in 45 C.F.R. § 160.103, are authorized to  
23 disclose protected health information pertaining to Plaintiff and potential class  
24 members to all attorneys in this action.

25 The Parties have agreed that this is a protective order that meets the  
26 requirements of a “qualified protective order,” as that term is defined by 45 C.F.R. §  
27 164.512(e)(1)(v), as to any protected health information (“PHI”), as defined by 45  
28

1 C.F.R. § 160.103, of any individuals involved in the above matters and agree to  
2 remain in compliance with the requirements of Health Insurance Portability and  
3 Accountability Act as to such matters.

4 **3. DEFINITIONS**

5 3.1 Action: This pending federal lawsuit.

6 3.2 Challenging Party: A Party or Nonparty that challenges the designation  
7 of information or items under this Stipulated Protective Order.

8 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of how  
9 it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified  
11 above in the Good Cause Statement.

12 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
13 their support staff).

14 3.5 Designating Party: A Party or Nonparty that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 3.6 Disclosure or Discovery Material: All items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained  
19 (including, among other things, testimony, transcripts, and tangible  
20 things), that is produced or generated in disclosures or responses to  
21 discovery in this matter.

22 3.7 Expert: A person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel  
24 to serve as an expert witness or as a consultant in this Action.

25 3.8 In-House Counsel: Attorneys who are employees of a party to this  
26 Action. In-House Counsel does not include Outside Counsel of Record  
27 or any other outside counsel.  
28

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3.9 Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10 Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11 Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12 Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

3.15 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

#### 4. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the

1 trial judge. This Stipulated Protective Order does not govern the use of Protected  
2 Material at trial.

3 **5. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations  
5 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
6 Party agrees otherwise in writing or a court order otherwise directs. Final disposition  
7 shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
8 Action, with or without prejudice; and (2) final judgment herein after the completion  
9 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
10 including the time limits for filing any motions or applications for extension of time  
11 pursuant to applicable law.

12 **6. DESIGNATING PROTECTED MATERIAL**

13 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

14 Each Party or Nonparty that designates information or items for protection  
15 under this Stipulated Protective Order must take care to limit any such  
16 designation to specific material that qualifies under the appropriate standards.  
17 The Designating Party must designate for protection only those parts of  
18 material, documents, items, or oral or written communications that qualify so  
19 that other portions of the material, documents, items, or communications for  
20 which protection is not warranted are not swept unjustifiably within the ambit  
21 of this Stipulated Protective Order.

22 Mass, indiscriminate, or routinized designations are prohibited.  
23 Designations that are shown to be clearly unjustified or that have been made  
24 for an improper purpose (*e.g.*, to unnecessarily encumber the case development  
25 process or to impose unnecessary expenses and burdens on other parties) may  
26 expose the Designating Party to sanctions.

27 **6.2 Manner and Timing of Designations.**

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1 Except as otherwise provided in this Stipulated Protective Order (*see*,  
2 *e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or  
3 Discovery Material that qualifies for protection under this Stipulated Protective  
4 Order must be clearly so designated before the material is disclosed or  
5 produced.

6 Designation in conformity with this Stipulated Protective Order requires  
7 the following:

8 (a) For information in documentary form (*e.g.*, paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix at a minimum, the legend  
11 “CONFIDENTIAL” to each page that contains protected material. If only a  
12 portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by  
14 making appropriate markings in the margins).

15 A Party or Nonparty that makes original documents available for  
16 inspection need not designate them for protection until after the inspecting  
17 Party has indicated which documents it would like copied and produced.  
18 During the inspection and before the designation, all of the material made  
19 available for inspection shall be deemed “CONFIDENTIAL.” After the  
20 inspecting Party has identified the documents, it wants copied and produced,  
21 the Producing Party must determine which documents, or portions thereof,  
22 qualify for protection under this Stipulated Protective Order. Then, before  
23 producing the specified documents, the Producing Party must affix the legend  
24 “CONFIDENTIAL” to each page that contains Protected Material. If only a  
25 portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by  
27 making appropriate markings in the margins).  
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- 1 (a) For testimony given in depositions, that the Designating  
2 Party identify the Disclosure or Discovery Material on the  
3 record, before the close of the deposition, all protected  
4 testimony.
- 5 (b) For information produced in nondocumentary form, and for  
6 any other tangible items, that the Producing Party affix in a  
7 prominent place on the exterior of the container or  
8 containers in which the information is stored the legend  
9 “CONFIDENTIAL.” If only a portion or portions of the  
10 information warrants protection, the Producing Party, to the  
11 extent practicable, shall identify the protected portion(s).

12 6.3 Inadvertent Failure to Designate.

13 If timely corrected, an inadvertent failure to designate qualified  
14 information or items does not, standing alone, waive the Designating Party’s  
15 right to secure protection under this Stipulated Protective Order for such  
16 material. Upon timely correction of a designation, the Receiving Party must  
17 make reasonable efforts to assure that the material is treated in accordance with  
18 the provisions of this Stipulated Protective Order.

19 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 7.1 Timing of Challenges.

21 Any Party or Nonparty may challenge a designation of  
22 confidentiality at any time that is consistent with the Court’s Scheduling  
23 Order.

24 7.2 Meet and Confer.

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1 The Challenging Party shall initiate the dispute resolution process, which  
2 shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's  
3 Procedures ("Mandatory Telephonic Conference for Discovery Disputes").<sup>1</sup>

4 7.3 Burden of Persuasion.

5 The burden of persuasion in any such challenge proceeding shall be on  
6 the Designating Party. Frivolous challenges, and those made for an improper  
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
8 parties) may expose the Challenging Party to sanctions. Unless the Designating  
9 Party has waived or withdrawn the confidentiality designation, all parties shall  
10 continue to afford the material in question the level of protection to which it is  
11 entitled under the Producing Party's designation until the Court rules on the  
12 challenge.

13 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

14 8.1 Basic Principles.

15 A Receiving Party may use Protected Material that is disclosed or  
16 produced by another Party or by a Nonparty in connection with this Action only  
17 for prosecuting, defending, or attempting to settle this Action. Such Protected  
18 Material may be disclosed only to the categories of persons and under the  
19 conditions described in this Stipulated Protective Order. When the Action  
20 reaches a final disposition, a Receiving Party must comply with the provisions  
21 of Section 14 below.

22 Protected Material must be stored and maintained by a Receiving Party  
23 at a location and in a secure manner that ensures that access is limited to the  
24 persons authorized under this Stipulated Protective Order.

25 8.2 Disclosure of "CONFIDENTIAL" Information or Items.

26  
27 <sup>1</sup> Judge Audero's Procedures are available at  
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Unless otherwise ordered by the Court or permitted in writing by the  
2 Designating Party, a Receiving Party may disclose any information or item  
3 designated “CONFIDENTIAL” only to:

- 4 (a) The Receiving Party’s Outside Counsel of Record, as well  
5 as employees of said Outside Counsel of Record to whom  
6 it is reasonably necessary to disclose the information for  
7 this Action;
- 8 (b) The officers, directors, and employees (including In-House  
9 Counsel) of the Receiving Party to whom disclosure is  
10 reasonably necessary for this Action;
- 11 (c) Experts of the Receiving Party to whom disclosure is  
12 reasonably necessary for this Action and who have signed  
13 the “Acknowledgment and Agreement to Be Bound”  
14 (Exhibit A);
- 15 (d) The Court and its personnel;
- 16 (e) Court reporters and their staff;
- 17 (f) Professional jury or trial consultants, mock jurors, and  
18 Professional Vendors to whom disclosure is reasonably  
19 necessary or this Action and who have signed the  
20 “Acknowledgment and Agreement to be Bound” (Exhibit  
21 A);
- 22 (g) The author or recipient of a document containing the  
23 information or a custodian or other person who otherwise  
24 possessed or knew the information;
- 25 (h) During their depositions, witnesses, and attorneys for  
26 witnesses, in the Action to whom disclosure is reasonably  
27 necessary provided: (i) the deposing party requests that the  
28

1 witness sign the “Acknowledgment and Agreement to Be  
2 Bound” (Exhibit A); and (ii) the witness will not be  
3 permitted to keep any confidential information unless  
4 they sign the “Acknowledgment and Agreement to Be  
5 Bound,” unless otherwise agreed by the Designating  
6 Party or ordered by the Court. Pages of transcribed  
7 deposition testimony or exhibits to depositions that  
8 reveal

- 9 (i) Protected Material may be separately bound by the court  
10 reporter and may not be disclosed to anyone except as  
11 permitted under this Stipulated Protective Order; and  
12 (j) Any mediator or settlement officer, and their supporting  
13 personnel, mutually agreed upon by any of the parties  
14 engaged in settlement discussions.

15 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

- 20 (a) Promptly notify in writing the Designating Party. Such  
21 notification shall include a copy of the subpoena or court  
22 order;  
23 (b) Promptly notify in writing the party who caused the  
24 subpoena or order to issue in the other litigation that some  
25 or all of the material covered by the subpoena or order is  
26 subject to this Stipulated Protective Order. Such  
27  
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notification shall include a copy of this Stipulated Protective Order; and

- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

**10.1 Application.**

The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information produced by Nonparties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

**10.2 Notification.**

In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party shall:

- 1 (a) Promptly notify in writing the Requesting Party and the  
2 Nonparty that some or all of the information requested is  
3 subject to a confidentiality agreement with a Nonparty;  
4 (b) Promptly provide the Nonparty with a copy of the  
5 Stipulated Protective Order in this Action, the relevant  
6 discovery request(s), and a reasonably specific description  
7 of the information requested; and  
8 (c) Make the information requested available for inspection by  
9 the Nonparty, if requested.

10 **10.3 Conditions of Production.**

11 If the Nonparty fails to seek a protective order from this Court within  
12 fourteen (14) days after receiving the notice and accompanying information,  
13 the Receiving Party may produce the Nonparty's confidential information  
14 responsive to the discovery request. If the Nonparty timely seeks a protective  
15 order, the Receiving Party shall not produce any information in its possession  
16 or control that is subject to the confidentiality agreement with the Nonparty  
17 before a determination by the Court. Absent a court order to the contrary, the  
18 Nonparty shall bear the burden and expense of seeking protection in this Court  
19 of its Protected Material.

20 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
24 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
25 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or  
26 persons to whom unauthorized disclosures were made of all the terms of this  
27 Stipulated Protective Order, and (4) request such person or persons to execute the  
28

1 “Acknowledgment and Agreement to be Bound” (Exhibit A).

2 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
3 **PROTECTED MATERIAL**

4 When a Producing Party gives notice to Receiving Parties that certain  
5 inadvertently produced material is subject to a claim of privilege or other protection,  
6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
8 may be established in an e-discovery order that provides for production without prior  
9 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
10 parties reach an agreement on the effect of disclosure of a communication or  
11 information covered by the attorney-client privilege or work product protection, the  
12 parties may incorporate their agreement in the Stipulated Protective Order submitted  
13 to the Court.

14 **13. MISCELLANEOUS**

15 **13.1 Right to Further Relief.**

16 Nothing in this Stipulated Protective Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 **13.2 Right to Assert Other Objections.**

19 By stipulating to the entry of this Stipulated Protective Order, no Party  
20 waives any right it otherwise would have to object to disclosing or producing  
21 any information or item on any ground not addressed in this Stipulated  
22 Protective Order. Similarly, no Party waives  
23 any right to object on any ground to use in evidence of any of the material  
24 covered by this Stipulated Protective Order.

25 **13.3 Filing Protected Material.**

26 A Party that seeks to file under seal any Protected Material must comply  
27 with Local Rule 79-5. Protected Material may only be filed under seal pursuant  
28

1 to a court order authorizing the sealing of the specific Protected Material at  
2 issue. If a Party's request to file Protected Material under seal is denied by  
3 the Court, then the Receiving Party may file the information in the public  
4 record unless otherwise instructed by the Court.

5 **14. FINAL DISPOSITION**

6 After the final disposition of this Action, within sixty (60) days of a written  
7 request by the Designating Party, each Receiving Party must return all Protected  
8 Material to the Producing Party or destroy such material. As used in this subdivision,  
9 "all Protected Material" includes all copies, abstracts, compilations, summaries, and  
10 any other format reproducing or capturing any of the Protected Material. Whether the  
11 Protected Material is returned or destroyed, the Receiving Party must submit a written  
12 certification to the Producing Party (and, if not the same person or entity, to the  
13 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
14 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
15 that the Receiving Party has not retained any copies, abstracts, compilations,  
16 summaries or any other format reproducing or capturing any of the Protected Material.  
17 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all  
18 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;  
19 correspondence; deposition and trial exhibits; expert reports; attorney work product;  
20 and consultant and expert work product, even if such materials contain Protected  
21 Material. Any such archival copies that contain or constitute Protected Material  
22 remain subject to this Stipulated Protective Order as set forth in Section 5.

23 **15. VIOLATION**

24 Any violation of this Stipulated Order may be punished by any and all  
25 appropriate measures including, without limitation, contempt proceedings and/or  
26 monetary sanctions.  
27  
28



1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 Dated: November 6, 2024

**ALMEIDA LAW GROUP LLC**

4  
5 /s/ John R. Parker

John R. Parker, Jr.

6  
7 **POLSINELLI LLP**

8  
9 /s/ Grant L. Royal

Grant L. Royal

10 Mark Olthoff

11  
12  
13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14  
15 Dated: 11/12/2024

16 Maria A. Audero

United States Magistrate Judge

Polsinelli LLP  
2049 Century Park East, Suite 2900  
Los Angeles, CA 90067  
310.556.1801

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of \_\_\_\_\_ [case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [address and telephone number] \_\_\_\_\_ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_

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2049 Century Park East, Suite 2900  
Los Angeles, CA 90067  
310.556.1801

**PROOF OF SERVICE**

I am employed by POLSINELLI PC in Los Angeles, California at 2049 Century Park East, Suite 2900, Los Angeles, CA 90067. On **November 6, 2024**, I served the foregoing document(s) described as:

**STIPULATED PROTECTED ORDER**

on the interested parties in this action addressed as follows:

John R. Parker, Jr. (S.B. 257761) *Attorney for Plaintiff*  
Almeida Law Group LLC  
3550 Watt Avenue, Suite 140  
Sacramento, California 95821  
Tel: (916) 616-2936  
[jrparker@almeidalawgroup.com](mailto:jrparker@almeidalawgroup.com)

- ☐ **(BY MAIL)** By placing such document in a sealed envelope, with postage thereon fully prepaid for first class mail, for collection and mailing at Polsinelli LLP following ordinary business practice. I am readily familiar with the practice at Polsinelli LLP for collection and processing of correspondence for mailing with the United States Postal Service, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for collection.
- ☐ **(BY ELECTRONIC MAIL)** By transmitting such document(s) electronically from my e-mail address, at Polsinelli LLP, to the person(s) at the electronic mail addresses listed above.
- ☒ **BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/ Li-Ling Yeh  
Li-Ling Yeh